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BEFORE THE STATE BOARD OF LAND COMMISSIONERS

SHARLIE-GROUSE NEIGHBORHOOD ASSOCIATION, INC., Petitioners, vs. IDAHO STATE BOARD OF LAND COMMISSIONERS, Respondent, and PAYETTE LAKES COTTAGE SITES OWNERS ASSOCIATION, INC., an Idaho non-profit corporation, and WAGON WHEEL BAY DOCK ASSOCIATION, INC., an Idaho non-profit corporation, Intervenor/Respondents.	**INTERVENOR/RESPONDENTS' REPLY TO SGNA'S BRIEF IN OPPOSITION TO INTERVENORS' MOTION FOR SUMMARY JUDGMENT**

COME NOW Intervenor/Respondents Payette Lakes Cottage Sites Owners Association, Inc. ("PLCSOA") and Wagon Wheel Bay Dock Association, Inc. ("WWBDA") (also collectively referred to as "Intervenors"), by and through their attorneys, Mark D. Perison, P.A., and hereby file this Reply to SGNA's Brief in Opposition to Intervenors' Motion for Summary Judgment.

I.

INTRODUCTION

Both the State Board of Land Commissioners ("Land Board") and Intervenors have filed motions for summary judgment against Sharlie-Grouse Neighborhood Association, Inc. ("SGNA"). SGNA has responded separately to each of these motions. Intervenors previously adopted and incorporated the Land Board's Motion for Summary Judgment, along with its supporting Memorandum and Affidavit, in support of their own Motion for Summary Judgment. Similarly, Intervenors now adopt and incorporate the Land Board's Reply to SGNA's Brief in Opposition to Respondent's Motion for Summary Judgment. Intervenors also incorporate herein their Memorandum in Support of Motion for Summary Judgment, and their Memorandum in Opposition to SGNA's Motion for Summary Judgment.

Intervenors now offer the following argument in reply to SGNA's Opposition to Intervenors' Motion for Summary Judgment.

II.

REPLY

A. SGNA DOES NOT HAVE STANDING TO SEEK ITS REQUESTED RELIEF.

1. The Standing Analysis Focuses on the Party, Not on the Issues Claimed.

As a preliminary matter, "[t]he doctrine of standing focuses on the *party* seeking relief and not on the *issues* the party wishes to have adjudicated." *Miles v. Idaho Power Co.*, 116 Idaho 635, 641, 778 P.2d 757, 763 (1989) (citing *Valley Forge College v. Americans United,* 454 U.S. 464, 102 S.Ct. 752, 70 L.Ed.2d 700 (1982)) (emphasis added). SGNA evidently believes that if it claims enough times that a constitutional provision has been violated or frequently recites the words "sacred trust duty," that the party seeking relief, subject matter jurisdiction, and the statutory authority of the tribunal are irrelevant. This is not the correct focus. SGNA, as the party seeking relief, must have shown an injury, which was caused by the challenged conduct of the Land Board, that can be redressed by the tribunal, regardless of the issues it now wants belatedly heard.

2. SGNA'S "Injury" Was Not Caused by the Granting of the Deeds.

Intervenors have extensively discussed SGNA's inability to state a "distinct and palpable injury," resulting from the issuance of the quitclaim deeds at issue in this proceeding ("Deeds"), which are both required elements of standing. Intervenors' Memo. in Supp. MSJ, pp. 9-10; Intervenors' Memo. in Opp. to SGNA MSJ, pp. 6-9. In short, SGNA's claimed "injury" results not from the issuance of the

Deeds, but from the installation of WWBDA's community dock on Community Beach. This is amply demonstrated by SGNA and its members' failure to seek any legal recourse following the Land Board's decision to convey the roads and common areas to PLCSOA in October 2013, or issuance of the Deeds themselves in 2014 and 2015. In fact, SGNA and/or its members failed to take any action at all until May of 2017, nearly four years after the Land Board's final agency action (*see* Vega Aff., Exh. 7, Resp't 0301-0302, *ll.* 79-85) and three years after the first Deed was granted. The first legal action taken by SGNA's members corresponds with the Idaho Department of Lands ("IDL") granting WWBDA's application for its encroachment permit, which legal action had nothing to do with the Deeds themselves. Intervenors' Memo. in Supp. of MSJ, p. 3-4; Aff. of Soper, Exh. "A."

The fact that SGNA's true claimed "injury" stems from WWBDA's dock and not the granting of the Deeds themselves is further borne out by SGNA's extensive description of this "injury" in the form of four Declarations in support of SGNA's own motion for summary judgment,[1] with each claiming various negative effects due to the dock, not the conveyance of the roads and common areas to PLCSOA. Intervenors have filed a Motion to Strike each of these Declarations due to their lack of relevance for this reason, but if the Declarations are considered, they are instructive for what they do not contain—*i.e.* claims of injury due to the Deeds themselves. *See generally*, Intervenors' Motion to Strike.

[1] Declarations of Mark Richey, Christopher A. Mothorpe, Ph.D., Zephaniah Johnson, and Diane Bagley.

In response to Intervenors' arguments, SGNA seems to abandon its claim of injury stemming from the supposed negative effects the dock has had on its members, and now claims that its injury stems from not being allowed to bid at auction for Community Beach. SGNA Resp. Br., p. 16.

> SGNA's position is clear. The conveyance of the Quitclaim Deeds was unlawful. A conveyance of similar deeds to SGNA or anyone else, without a public auction, would be equally unlawful.

Id. However, this is the exact opposite of what SGNA claimed in its September 23, 2013, letter to IDL:

> SGNA would like the Department of Lands to grant separate quitclaim deeds for Sharlie Lane, Sharlie Way, Community Beach Access Road, Grouse Way, and the Community Beach (*see attached Exhibit "B" Boundary Map – Yellow Roads and Beach*) to SGNA. We believe the benefits of our proposal to SGNA and the State far outweigh the benefits of including SGNA in the PLSCO [sic]. Additionally, we believe the State has set a precedent in establishing similar associations, and to not allow the same for SGNA would ignore historical decisions of your Board and be arbitrarily unfair to our client.

Vega Aff., Exh. 6, Resp't 0292 (italics in original) (underlining added). SGNA's letter obviously does not state its belief that conveying the roads and common areas to PLCSOA would violate the requirement that public lands be disposed of via auction, as SGNA clearly sought to benefit from the very same transaction. SGNA has now spoken out both sides of its mouth. Perhaps that is the reason SGNA never sought judicial review when it could have—it knew those words would come back to haunt. The passage of six years has only served to highlight the import of those words.

So, to summarize, SGNA first claimed in 2013 that it would be "arbitrarily unfair" for the Land Board not to simply quitclaim Community Beach and nearby

roads to SGNA (*i.e.* an injury). In its Motion for Summary Judgment, SGNA claimed injury due to the negative effects from the dock. Now, SGNA completely reverses itself and claims that the injury results from not being allowed to bid on Community Beach and the nearby roads, even though it sought the same non-auction conveyance in 2013. SGNA has not been able to consistently articulate an "injury" which is directly related to the granting of the Deeds, because SGNA was not injured by the granting of the Deeds. Years later, when SGNA became upset by the installation of WWBDA's community dock, its belated claims of injury fall flat and are legally insufficient to confer standing.

3. SGNA's "Injury" Cannot Be Redressed in This Tribunal.

The redressability prong of the standing analysis is even more conspicuously lacking here.

> Standing's redressability element ensures that a court [or here, this tribunal] has the ability to order the relief sought, which must create a substantial likelihood of remedying the harms alleged.

Employers Resource Management Company v. Ronk, 162 Idaho 774, 777, 405 P.3d 33, 36 (2017) (citing *Tucker*, 162 Idaho 11, 19, 394 P.3d 54, 62 (2017) (further citations omitted). Therefore, redressability requires two things: both the ability of the tribunal to order the relief sought, and, substantial likelihood that the alleged injury will be remedied.

a. *Ability to Grant the Requested Relief.*

As to the Land Board's ability to grant the requested relief, the Land Board has set forth a thorough analysis regarding this tribunal's lack of subject matter jurisdiction and authority under Idaho Code § 67-5232 to grant SGNA the relief sought. Land Bd. Memo. Supp. of MSJ, pp. 6-10; Land Bd. Memo. Opp. SGNA MSJ, pp. 7-12; Land Bd. Reply in Supp. of MSJ, pp. 3-8. Because of this lack of subject matter jurisdiction and authority, SGNA's claimed "injury" cannot be redressed here. The two concepts go hand in hand.

Furthermore, the Land Board has also set forth the reasons that a retroactive declaratory ruling serves no purpose and should not be entertained. Land Bd. Reply in Supp. of MSJ, pp. 8-11. As the Land Board has pointed out, there is a very good reason to apply the declaratory ruling statute prospectively rather than retroactively—why on earth should an agency be placed in the position of retroactively determining whether its own actions were constitutional or violative of a rule or statute? It literally makes no sense for SGNA to request that the Land Board essentially sit in an appellate capacity over its own actions, taken over five years prior, under the guise of seeking a declaratory ruling when it failed to timely seek judicial review as the proper avenue of redress. Without jurisdiction or authority of the Land Board to rescind the Deeds, or declare them invalid or unconstitutional, or to grant whatever relief SGNA is now seeking (see Section A(3)(b) below), SGNA's concerns cannot be redressed.

b. *Remedy for the Injury.*

Regarding the second part of the redressability prong, it is abundantly clear that SGNA's ultimate goal is to cause the removal of WWBDA's dock. That is, the dock is the "injury." But it has not articulated a cogent path to achieve this goal. SGNA states:

> In the event the Land Board rescinds the Quitclaim Deeds (or otherwise recognizes their unconstitutionality), there must inevitably be some sorting out of who is entitled to what . . . . In any event, SGNA does not oppose appropriate measures to compensate Intervenors for the value of their investment in the dock should it be removed and the beach restored and protected.

SGNA Opp. to Intervenor MSJ, p. 7.

SGNA's requested relief throughout this proceeding has been a moving target.[2] In its Petition, SGNA requested that the Deeds be deemed "void and without effect." Petition, p. 7, ¶ 25(g). In its Motion for Summary Judgment, SGNA ostensibly states:

> SGNA seeks a ruling on whether and to what effect Idaho's statutes governing the requirements for the sale of trust lands apply to the conveyance of community beach. In other words, what is their applicability?

SGNA's Opening Brief, p. 21. However, SGNA changes that stance in its conclusion and states:

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[2] Indeed, SGNA and its members' actions were a moving target even prior to this Petition. In the Second Lawsuit brought by SGNA members, they brought a motion to amend their complaint to include a count challenging the validity of the Deeds due to the Land Board's failure to conduct a public auction. However, the SGNA members withdrew their request due to their own belief that they lacked standing to do so. Soper Aff., Exh. "D" (Judge Scott's Memo. Dec. and Order, dated April 12, 2018, p. 4-5). The SGNA members involved in the Second Lawsuit include two of SGNA's Declarants here: Zephaniah Johnson and Diane Bagley.

> SGNA prays for a declaratory ruling that the constitutional and statutory constraints applicable to the conveyance of trust property were violated, rendering the conveyance of Community Beach unlawful, null, and void.

Id., p. 48.

Further, in order to actually remedy the "injury" claimed by SGNA, *i.e.* cause the removal of the dock, all of the following would need to take place: 1) the Deeds would have to be deemed invalid (but likely not by this tribunal); 2) the Deeds would have to be rescinded or deemed void (again, in some other tribunal brought by some as-yet unknown party); 3) the Land Board would have to either make the choice to auction off little fiefdoms of land (or, "enclaves" as SGNA prefers to call itself),[3] or be ordered to do so if it chose otherwise[4]; 4) SGNA would have to be that highest bidder, if an auction were even to take place; and 5) even if all of that occurred, SGNA would only own Community Beach subject to the encroachment permit already granted by IDL. The possibility of the removal of WWBDA's dock is so far removed from the ability of the Land Board to declare the applicability of a statute or rule, that it demonstrates the futility of the action here.

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[3] This is unlikely. The Land Board has already indicated its unwillingness to further fragment the roads and common areas around Payette Lake, which is why it chose to convey those areas to PLCSOA and ensure access to all members in the first place. Vega Aff., Exh. 6, Resp't 0298-0299; Exh. 7, Resp't 0301. The more likely result is that the Land Board would simply retain ownership of the roads and common areas as had been the case for decades, and keep the encroachment permits in place. Indeed, IDL has granted and renewed these encroachment permits for numerous other dock associations on common areas now owned by PLCSOA for decades. See (Second) Aff. of Connolly, ¶¶ 5-10.

[4] There is no statutory basis for SGNA seeking to force the Land Board to auction off endowment land.

Perhaps because SGNA knows it cannot attain its ultimate goal through a declaratory ruling, SGNA has now conceded that it has no redress here: "It is fair to assume that redress will occur in due course." SGNA Opp. to Intervenors' MSJ, p. 17 (underlining added). And,

> Thus, it is of no consequence whether the Land Board has the authority, in this particular proceeding to void the Quitclaim Deeds. Plainly, the Land Board has the authority to declare that the deeds were issued in violation of law and statute. It is also evident that the Land Board and/or the Attorney General have authority to take further action once the unconstitutionality of the Quitclaim Deeds is established. (In the unlikely event that these State entities ignore their responsibilities, SGNA will be in a position to seek further relief.) That is sufficient to establish standing.

Id. SGNA's concession makes Intervenors' point: if this tribunal does not have "the ability to order the relief sought," that is the very definition of lack of redressability, and thus, lack of standing. The possibility that someone, somewhere, might do something, at some point in the future, outside this tribunal, is irrelevant.

Finally, SGNA claims, without citation or further explanation of what actions might be taken, that "SGNA will be in a position to seek further relief" (*i.e.* voiding of the Deeds). *Id.* If it is so clear that the Deeds are unconstitutional, why hasn't SGNA brought a lawsuit to this effect in district court already? SGNA has evidently made the determination that it would not have standing to seek such relief in district court due to its failure to timely seek judicial review of the final agency action as required, and has brought the Petition in a last ditch attempt to bootstrap itself back into district court. Given SGNA's and its members' litigiousness on the issue of the

dock,[5] there is virtually no chance that if SGNA believed it had a cause of action in district court, that it would not have brought one in lieu of this proceeding already. SGNA should not be able to make an end-run around jurisdictional requirements to revive a long-dead claim for which there is no remedy here.

4. SGNA Cites the *Syringa* Line of Cases for a Proposition That Does Not Exist.

It should also be noted that despite SGNA's extensive description of the complex fact pattern involved in the *Syringa I* and *Syringa II* cases,[6] SGNA has completely and wholly misstated the holding in *Syringa II*. The passage quoted by SGNA is as follows:

> Syringa is correct that the statute provides mandatory consequences . . . But it imposes no obligation on the district court to preemptively order that DOA comply with this obligation [to seek repayment of funds]. If the appropriate State officer fails to perform this statutory obligation, the State's chief legal officer can step forward to make the State whole for these unfortunate violations of State law.

SGNA's Response Brief, p. 17 (brackets in original), quoting *Syringa II*, 159 Idaho at 830, 367 P.3d at 225.

From this quote, SGNA claims the cases stand for the following proposition:

> In other words, if the decision in the proceeding at hand sets in play events that are reasonably likely to ultimately provide the relief sought, that is sufficient to establish standing.

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[5] The history of SGNA's and its members' extensive legal efforts against WWBDA's dock is contained in Intervenor-Respondents' Memorandum in Support of Motion for Summary Judgment, pages 2-7, and the legal and administrative determinations defeating each of these efforts are attached to the Affidavit of Tricia K. Soper as Exhibits A through H.

[6] *Syringa Networks, LLC v. Idaho Dep't of Admin.*, 155 Idaho 55, 305 P.3d 499,502 (2013) (*Syringa I*); *Syringa Networks, LLC v. Idaho Dep't of Admin.*, 159 Idaho 813, 367 P.3d 208 (2016) (*Syringa II*).

SGNA Memo. Opp. to Intervenors' MSJ, p. 18.

That is not what *Syringa II* stands for. In fact, the passage cited by SGNA was not stated in the context of a standing analysis, because *Syringa II* did not address standing at all. Further, while the Court in *Syringa I* undertook a standing analysis as to the injury element, it did not delve into the redressability element. Rather, the Court in *Syringa I* focused on whether the plaintiff had claimed a "distinct and palpable injury," stating,

> Syringa has alleged a distinct and palpable injury, not suffered by all Idaho citizens, that is alleged to have been caused by the challenged conduct and that can be redressed by judicial relief.

Syringa I, 155 Idaho at 62, 305 P.3d at 506. And it makes sense that the Court would not need to conduct a redressability analysis in that case, because the relief sought by the plaintiff was voiding two contracts, which is clearly within the jurisdiction of the district court. This is in stark contrast with SGNA's attempt to seek rescission or voiding of the Deeds in a tribunal with no authority to do so.

The Court most certainly did not state or even imply that merely setting events "in play" is sufficient to confer standing to SGNA in either *Syringa I* or *Syringa II*. The *Syringa* cases do not support SGNA's argument that simply the possibility that "surely, someday, someone will do something about this" is enough to confer standing in a tribunal that has no authority to grant any of SGNA's requested relief.

B. SGNA'S PETITION IS BARRED DUE TO LACHES.

SGNA is correct that, "[b]ecause the doctrine of laches is founded in equity, in determining whether the doctrine applies, consideration must be given to all surrounding circumstances and acts of the parties." SGNA Response to Intervenors' MSJ, p. 7 (quoting *Thomas v. Arkoosh Produce, Inc.*, 137 Idaho 352, 359, 48 P.3d 1241, 1248 (2002)). Those "surrounding circumstances" and "acts of the parties" are quite telling here.

Fascinatingly, SGNA sees no irony in this statement:

> The conveyance of the Quitclaim Deeds was unlawful. A conveyance of similar deeds to SGNA or anyone else, without a public auction, would be equally unlawful. Thus, SGNA does not contend that it is "entitled in some way to this conveyance."

SGNA Memo. Opp. Intervenors' MSJ, p. 16.

SGNA very conveniently does not address the fact that prior to the Land Board's final decision in October 2013 to convey the roads and common areas to PLCSOA, SGNA formally requested, through counsel, that the Land Board quitclaim Community Beach and nearby roads to SGNA. Vega Aff., Exh. 6, Resp't 0292-0297.[7] Bear in mind that SGNA did not offer to pay for this conveyance, nor did it offer to bid for the property at auction. SGNA even supported its request with the very same reasoning that the Land Board gave for not requiring a separate auction for the roads and common areas—that is, the value of Community Beach would be captured by higher prices garnered for the second tier cottage sites with access. *Id.* at

[7] SGNA's counsel's letter is quoted above in Section II(A)(2).

0293. In other words, SGNA thought it perfectly acceptable for the Land Board to quitclaim Community Beach and the nearby roads to SGNA, for nothing, but now complains about the same conveyance to PLCSOA. SGNA's protestations, six years later, of supposed constitutional violations and windfalls being bestowed on others rings hollow in light of this previous attempt to create its own little "enclave."

Further, SGNA incorrectly—and curiously—states that while its members have sought various legal maneuvers to thwart WWBDA's dock, the Petition is the "first and only legal action taken by SGNA." SGNA Brief in Opp. to Intervenors' MSJ, p. 5, n. 1. This is not true—last year, SGNA itself sought administrative relief before both the McCall Planning and Zoning Commission and Valley County Board of Commissioners. Aff. of Tricia K. Soper, Exhs. "F," "G," and "H." What is curious, though, is that SGNA admits that it has done nothing to challenge the Deeds until the filing of the Petition. More than four years after the Deeds were issued, and more than five years after the Land Board's final agency action approving the planned conveyances, SGNA has suddenly decided that its rights have been violated. This tribunal should not reward such inaction, especially when SGNA was represented by counsel at the time that the final agency action was taken, and SGNA could have, and certainly should have, sought timely judicial review.

SGNA also tries to distance itself from its previous inaction by blaming it on "various false starts under the direction of prior counsel." But SGNA does not get to seek a second bite of the apple (or the sixth bite of the apple as the case is here)

simply because in hindsight, its previous efforts were wildly unsuccessful. Blaming prior counsel is apparently SGNA's basis for arguing that it is simply not required to comply with pesky jurisdictional requirements such as filing a timely petition for judicial review (which deadline expired more than five years ago). Or, that it is not bound by an annoying statute granting an agency only limited authority to declare the applicability of a rule or statute.

SGNA and/or its members may have tried "since day one" to rid Community Beach of the dock once its installation was imminent, but they have admittedly not tried to do anything about the Deeds themselves until now. Equity should not save SGNA from its own inaction and should instead prevent SGNA's attempt to belatedly upend settled transactions undertaken lawfully years ago. SGNA simply has no recourse here.

C. DOZENS OF COTTAGE SITE PURCHASERS WITH VESTED INTERESTS HAVE HAD NO OPPORTUNITY TO PROTECT THEIR INTERESTS.

Closely tied to the laches argument is the fact that SGNA seeks relief that would affect the vested interests of dozens of cottage site auction purchasers, who have not been given the opportunity to object here.[8] SGNA attempts to turn this

[8] It should also be remembered that PLCSOA, with obvious vested interests as the grantee of the Deeds SGNA now seeks to rescind or void, was not even made a party to this action and was forced to intervene to protect itself. Additionally, there are other dock associations with community docks on common areas now owned by PLCSOA, who have vested interests in the outcome here—Community Beach is not the only common area included within the Deeds. (Second) Aff. of Connolly, ¶¶ 5-10.

argument into a very technical argument under I.R.C.P. 19,[9] which Intervenors have not cited. But the bottom line is that this tribunal cannot possibly order the Deeds rescinded, deem them invalid or void, or even declare that they were granted illegally, without seriously prejudicing all such cottage site purchasers who paid higher prices due to their vested interests in PLCSOA membership and access to the roads and common areas already conveyed.[10] The fact that so many parties' vested interests would be upended by SGNA's requested relief further demonstrates the futility of SGNA seeking a retroactive declaratory ruling from the Land Board that prior action by the Land Board was invalid or unconstitutional.

SGNA also attempts to get around this argument by claiming that PLCSOA represents the individual interests of its members in this action. This is untrue. PLCSOA was the grantee of the Deeds and is defending that conveyance. This collectively benefits its members' interests in the roads and common areas which are owned and managed by the PLCSOA, because the conveyances of these areas prevents certain lakefront owners from creating their own little fiefdoms as was earlier attempted by SGNA. However, as merely a homeowners association,

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[9] SGNA points out that the Idaho Rules of Civil Procedure do not apply here, but has filed its own motion for summary judgment specifically pursuant to I.R.C.P. 56. SGNA MSJ, p. 2.

[10] SGNA attempts to twist the import of Intervenors' Affiants' statements that "we would not have been willing to pay as much for our cottage site without this [road and common area] access." Affs. of Kevin Hanigan, ¶¶ 4-6; (First) Aff. of Andrew Connolly, ¶¶ 3-5; Aff. of Mike Riddle, ¶¶ 4-6; Aff. of Laurie McNamara, ¶¶ 4-6. Obviously these statements mean that the cottage site owners paid more for their cottage sites than they would have been willing to without such access. Having paid more for their properties based on the conveyance of the roads and common areas to PLCSOA, these (and many other) cottage site purchasers would be injured if the Deeds were rescinded or deemed invalid.

PLCSOA obviously does not represent the members as related to their individual purchases of their cottage sites, the higher prices paid, nor as to the damages that would be incurred by each cottage site purchaser individually if the Deeds were rescinded. Any action to rescind the Deeds or treat them as invalid would impact each of these purchasers individually, which each such owner must be allowed to address individually.

Purchasers of cottage sites at auction paid higher prices than if their properties did not have access to the nearby roads and common areas or were not protected from further fragmentation or exclusion from lake access. In fact, the Land Board's analysis bears this out—the value of the common areas would be captured by the higher prices garnered for the individual cottage sites and presumably that was reflected in higher appraised values. Vega Aff., Exh. 6, Resp't 0298-0299; Resp't 0304, *ll.* 182-199; Resp't 0307, *ll.* 298-312. Each of these purchasers would be affected if the Deeds were "rescinded" or deemed invalid, and they are all certainly entitled to notice.

Even if SGNA has now tamped down its request to only seek a determination that the Deeds were issued in violation of law and statute, rather than requesting that the Deeds be rescinded or deemed void or invalid, this determination would still harm all cottage site owners who purchased at auction in reliance on the Deeds, as SGNA clearly believes that subsequent litigation will ensue based on such a

determination. This tribunal should not undertake any action that will impact the vested interests of persons not made parties here.

III.

CONCLUSION

The Land Board has neither the subject matter jurisdiction nor authority to grant SGNA's requested relief via a retroactive declaratory ruling. Therefore, SGNA's "injury" cannot be redressed and SGNA does not have standing here. SGNA's Petition should also be barred due to laches and failure to name parties whose rights would be prejudiced by such relief.

Intervenors request a recommendation from the Hearing Officer that both Intervenors' and the Land Board's Motions for Summary Judgment be granted and SGNA's Petition be dismissed.

MARK D. PERISON, P.A.

DATED: July 15, 2019.

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CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of July, 2019, I caused to be served a true and correct copy of the foregoing, by the method indicated, and addressed to the following:

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